

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WHAT DO YOU MEME, LLC

Civil Action No. 25-cv-5577 (MMG)

Plaintiff,

v.

LIWEI SONG

Defendant.

CONSENT JUDGMENT AND PERMANENT INJUNCTION

WHEREAS, this action was commenced on July 7, 2025 by the filing of the Summons and Complaint.

WHEREAS, in the Complaint, Plaintiff What Do You Meme, LLC (“Plaintiff”) seeks injunctive relief and monetary damages against defendant Liwei Song (“Defendant”) for Copyright Infringement, 17 U.S.C. § 101, et seq. and Trademark Infringement pursuant to the Lanham Act §32(1), 15 U.S.C. §1114(1)(a), and for False Designation of Origin, False Advertising, and Unfair Competition arising under the Lanham Act §43(a), 15 U.S.C. §1125 and for common law trademark infringement under the laws of the State of New York.

WHEREAS, Plaintiff sells a collection of plush toy products under the EMOTIONAL SUPPORT brand (the “WDYM Products”).

WHEREAS, Plaintiff owns several trademarks incorporating the term EMOTIONAL SUPPORT for the WDYM Products, including but not limited to the registered trademarks EMOTIONAL SUPPORT (U.S. Trademark Reg. No. 7,497,419) and EMOTIONAL SUPPORT FRIES (U.S. Trademark Reg. No. 6,902,855) as well as common law rights in the marks:

- EMOTIONAL SUPPORT
 - EMOTIONAL SUPPORT PALS
 - EMOTIONAL SUPPORT FRIES
 - EMOTIONAL SUPPORT NUGGETS
 - EMOTIONAL SUPPORT STRAWBERRIES
 - EMOTIONAL SUPPORT DUMPLINGS
 - EMOTIONAL SUPPORT FLOWERS
 - EMOTIONAL SUPPORT CHICKIES
 - EMOTIONAL SUPPORT MUSHROOMS and
 - EMOTIONAL SUPPORT PIZZA
- (collectively, the “EMOTIONAL SUPPORT Trademarks”).

WHEREAS, Plaintiff is the copyright owner of several images depicting its EMOTIONAL SUPPORT products, including those protected by US Registration Nos. VA 2-382-936, VA 2-408-291, VA 2-420-334, and VA 2-439-809, issued by the United States Copyright Office, with an Effective Date of Registration of January 3, 2024, May 30, 2024, September 3, 2024, and December 19, 2024, respectively (collectively, the “WDYM Copyrighted Works”).

WHEREAS, in this lawsuit, Plaintiff alleges that Defendant has marketed and sold certain products which are substantially similar to the WDYM Products (the “Subject Products”), and which bore and/or were marketed with names that are confusingly similar to the EMOTIONAL SUPPORT Trademarks, including the names EMOTIONAL PLUSH SUPPORT, EMOTIONAL NUGGETS SUPPORT and EMOTIONAL PIZZA SUPPORT, and that were marketed using photographs substantially similar to the WDYM Copyrighted Works (the “WDYM Claims”).

WHEREAS, Defendant currently has 0 units of the Subject Products remaining in inventory (“Remaining Inventory”).

WHEREAS, the Parties hereby stipulate and consent to the entry of this Consent Judgment and Permanent Injunction, and to each and every provision, ordered, and decreed herein.

NOW THEREFORE, upon consent of the parties hereto, it is **HEREBY ORDERED**, **ADJUDGED, AND DECREED**:

1. This Court has jurisdiction over the subject matter of this case and jurisdiction over the Parties.

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

3. Within twenty-one (21) days of this Order, Defendant shall destroy the Remaining Inventory, and within, ten (10) days of such destruction, Defendant shall provide Plaintiff with a written certification and with and visual proof that the Remaining Inventory has been destroyed.

4. Defendant shall not manufacture, import, market, advertise, promote, or sell the Subject Products, or any other plush products, toys, or games that: (a) use the EMOTIONAL SUPPORT Trademarks or any marks that are confusingly similar to EMOTIONAL SUPPORT Trademarks; (b) feature designs or other elements that are substantially similar to the Relatable Copyrighted Works and/or (c) use any images that are substantially similar to the images protected by the Relatable Copyrighted Works..

5. Defendant hereby waives any and all right to an appeal from this Consent Judgment and Permanent Injunction.

6. This Consent Judgment and Permanent Injunction shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns, and acquiring companies.

7. The Court retains jurisdiction of this matter for the purposes of enforcing the terms of this Consent Judgment and Permanent Injunction.

8. The Permanent Injunction shall remain in full force and effect unless and until modified by order of this Court.

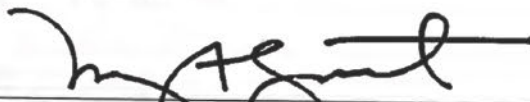
9. This Consent Judgment conclusively resolves all claims in this lawsuit with prejudice. This Consent Judgment shall be entered without the taxation of costs, damages, or attorneys' fees.

10. The Clerk of the Court is directed to close this case.

IT IS SO ORDERED.

Dated this 6 day of August, 2025


BY THE COURT:



United States District Judge

CONSENTED TO:

For the Plaintiff,
WHAT DO YOU MEME, LLC

Sign:  _____

Print: Jeffrey A. Lindenbaum

Title: Attorney for What Do You Meme, LLC

Date: August 1, 2025

For the Defendant
LIWEI SONG

Sign: Liwei Song _____

Print: Liwei Song

Date: 2025, 07, 31